

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	
EFO Holdings, L.P.,	§	Case No. 12-37936-swe-7
	§	
Debtor.	§	

Scott M. Seidel, the chapter 7 Trustee, <i>et al.</i> ,	§	
	§	
Plaintiffs	§	
	§	
vs.	§	Adversary No. 21-03043-swe
	§	
William Esping, <i>et al.</i> ,	§	
	§	
Defendants.	§	

**STIPULATION AND AGREED ORDER FOR SEPARATE TRIALS OF EFO LASER
SPINE INSTITUTE LTD.'S TRANSFEREES UNDER FED. R. BANKR. P. 7042**

For the convenience of the Parties to the above-styled litigation and the efficient administration of justice, the Parties, each of them, stipulate and agree to an order under Fed. R. Bankr. P. 7042 that as to the individuals and entities identified on Exhibit “A” hereto that all claims

and issues relating to any distributions and transfers from Defendant/Judgment Debtor EFO Laser Spine Institute Ltd. (“EFO LSI”) to certain of its equity holders (identified on Exhibit “A” (collectively the “EFO LSI Transferees”)) shall be bifurcated for purposes of discovery and trial, and further stipulate as outlined below:

1. The Parties agree that because the EFO LSI Transferees’ liability on the fraudulent transfer claims is directly related to Plaintiffs establishing actual intent to hinder, defraud or delay on the part of EFO LSI, that it serves judicial economy and preserving the resources of the Parties to stay all discovery and trial proceedings by and against the EFO LSI Transferees pending the outcome of the trial;

2. The Parties agree that if Plaintiffs establish that if EFO LSI had the requisite intent to hinder, defraud or delay as alleged (overcoming affirmative defenses), that liability is established against the EFO LSI Transferees and the EFO LSI Transferees consent to be bound by the Court’s ruling on that fact and any contrary affirmative defenses;

3. The Parties agree that, if Plaintiffs establish the fact of actual intent as outlined above, that EFO LSI Transferees and Plaintiffs will attempt to agree on damages owed by each transferee by first 1) conferring first then, 2) if they cannot agree, then attend non-binding mediation in good faith and, 3) if no agreement is reached, or for those EFO LSI Transferees for whom no agreement is reached, that the sole issue to be tried as to them is the fraudulent transfer damage amount.

Agreed to by the Parties to this litigation on behalf of each of their counsel signing below on this ____ day of _____, 2023.